

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2022-47-T - ORDER NO. 2022-186
APRIL 13, 2022

IN RE: Application of Swamp Rabbit Moving LLC to) ORDER APPROVING
Amend Tariff) TARIFF AMENDMENTS

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) by the Application of Swamp Rabbit Moving LLC (Swamp Rabbit) seeking approval to amend its tariff. We approve the application as set forth in this order.

II. FACTS AND PROCEDURAL HISTORY

The Commission granted Swamp Rabbit Moving LLC a Class E household goods certificate with state-wide authority on January 15, 2021, in Order No. 2021-14.

Swamp Rabbit filed an application on January 25, 2022, seeking amendments to its tariff to increase rates and charges. The cover letter Swamp Rabbit sent to the Commission establishes the following justification for the request: “We are requesting a rate increase due [to] inflation and higher labor cost[s].”

The South Carolina Office of Regulatory Staff (ORS), a party of record pursuant to section 58-41-10(B) of the South Carolina Code of Laws (Supp. 2021), notified the Commission on January 25, 2022, Donna L. Rhaney, Esquire, would appear on behalf of the ORS in this docket.

On January 26, 2022, the Clerk's Office prepared a Notice of Filing. The Notice of Filing summarized the proposed changes to the tariff:

Proposed Changes

Section 1 – 1.0 Transportation Charges: Transportation Charges will be \$2 per mile from the truck lot to the start location, to the final location and back to the truck lot.

Section 1.1 Hourly Rates and Charges:

Two movers and one truck (Monday through Thursday) - \$120

Two movers and one truck (Friday through Sunday) - \$130

Each additional mover - \$40

Each additional truck - \$30

Section 1.2 – Office Hours/Minimum Hourly Charges – Holidays – Four hour minimum charge

Section 2 – 2.1 Bulky Article Charges (per item) Not exceeding 400 pounds.

Gun Safe - \$100

Upright Piano - \$100

Hot Tub - \$200

Baby Grand Pianos/Grand - \$200

2.5 Packing and Unpacking

Small Box - \$2.50

Medium/Large Box - \$3.50

Dish Packs - \$10

Wardrobe Box \$18

Tape - \$2 per roll

Bubble Wrap - \$20 Per roll

Packing Paper - \$20 per sleeve

Furniture Pad - \$12

Paper Pads - \$1

TV Packaging - \$25 per TV

Pad Rental - \$12 upfront, \$8 refund when pad is returned.

2.8 Overnight Storage – The customer can store goods overnight for a fee of \$200 for each night, per truck load. If the goods are stored after 12:00 p.m. the next day there will be a \$200 fee per truck load.

Section 3 – 3.1 – Claims and Insurance - 3.1.5 – Premium Insurance will be offered at the beginning of each move for \$100 per \$5,000 in coverage.

Also on January 26, 2022, the Clerk's Office directed Swamp Rabbit to publish the Notice of Filing on or before February 10, 2022, and to provide proof of that publication on or before March 3, 2022. Swamp Rabbit complied by publishing the Notice in *The State* newspaper on February 10, 2022, and submitted an affidavit of publication on February

22, 2022. The Notice directed anyone choosing to intervene to do so by March 3, 2022.

No person or entity intervened.

On March 15, 2022, ORS filed a letter providing the Commission with the results of its review of the application. ORS noted:

ORS conducted a compliance review of Swamp Rabbit Movers LLC on March 3, 2022 and found them to be in compliance with Commission rules and regulations. . . .
ORS has not received any consumer complaints related to Swamp Rabbit Movers LLC in the past 12 months. . . .
Swamp Rabbit Movers LLC is in compliance with Annual Report and Gross Receipt filing requirements.

ORS also provided the following chart regarding the increase in rates and charges Swamp Rabbit proposes:

	Description	Unit	Approved Rate	Proposed Rate	Increase Amount	% Increase
Rates Per Hour	Rate per two movers, residential (Mon- Thurs)	Per Hour	\$100.00	\$120.00	\$20.00	20.00%
	Rate per two movers, residential(Fri-Sun)	Per Hour	\$110.00	\$130.00	\$20.00	18.18%
	Each Additional Mover	Per Hour	\$35.00	\$40.00	\$5.00	14.29%
	Holiday minimums	Per Job	2 hours	4 hours	2 hours	100.00%
Bulky Items	Hot tub	Each	N/A	\$200.00	N/A	N/A
	Baby Grand and Grand Pianos	Each	N/A	\$200.00	N/A	N/A
Packing Materials	Small Box	Each	\$2.00	\$2.50	\$0.50	25.00%
	Medium/Large Box	Each	\$3.00	\$3.50	\$0.50	16.67%
	Dish Packs	Each	N/A	\$10.00	N/A	N/A
	Furniture Pads	Each	\$10.00	\$12.00	\$2.00	20.00%
	Paper Pads	Each	N/A	\$1.00	N/A	N/A
	TV Packaging	Each	N/A	\$25.00	N/A	N/A
	Pad Rental	Each	N/A	\$12.00	N/A	N/A
Overnight Storage	Overnight storage on truck	Per Night	\$150.00	\$200.00	\$50.00	33.33%

On March 24, 2022, the Commission took action to approve the request of Swamp Rabbit to amend its tariff.

III. LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” § 58-23-1010.

The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.

As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S.C. Code of State Regulations 103-191 (2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198.

Every motor carrier of property operating under a Certificate of PC&N and FWA shall provide safe and adequate service, equipment, and facilities for the transportation of property, and shall establish, observe, and enforce just and reasonable regulations and practices relating thereto and to the manner and method of presenting, marking, packing, and delivering property for transportation, the facilities for transportation, and all other matters relating to or connected with the transportation of property.

S.C. Code Ann. Regs. 103-195.

In the exercise of its power to prescribe just and reasonable rates for the transportation of passengers or property by common carriers operating under a Certificate of PC&N, the Commission may give due consideration, among other factors, to the need in the public interest of adequate and efficient transportation service by such carriers at the lowest cost consistent with the furnishing of such service and to the need of such carriers for revenues sufficient to enable them, under economical and efficient management, to provide such service.

S.C. Code Ann. Regs. 103-194.

IV. ANALYSIS

After a review of the justification submitted by the Applicant and a review of the application and the law, we approve the application as reasonable. Swamp Rabbit provided sufficient information to justify its request, and ORS advised the Commission the company is in compliance with all Commission rules and regulations.

V. FINDINGS OF FACT

1. Swamp Rabbit provided justification to the Commission for the request to amend its tariff, which is attached as Order Exhibit No. 1.
2. ORS determined Swamp Rabbit is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.
3. After review of the entire record, we find the proposed amendments to the tariff requested by Swamp Rabbit are reasonable.

VI. CONCLUSIONS OF LAW

1. The Commission has the authority to approve amendments to a motor carrier's tariffs as set forth in section 58-23-1010 of the South Carolina Code of Laws and Regulation 103-191 of the South Carolina Code of State Regulations.
2. The proposed amendments to the tariff are reasonable pursuant to section 58-23-1010 and Regulations 103-191, 103-192, and 103-195.

VII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application of Swamp Rabbit Moving LLC to amend its tariff is approved.
2. A copy of the Amended Tariff is attached hereto as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

Swamp Rabbit Moving, LLC South Carolina Household Goods Tariff

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

TABLE OF CONTENTS

Table of Contents	1 Applicability of Tariff	2
-------------------	---------------------------	---

SECTION 1 2 1.0 Transportation Charges

1.1 Hourly Rates and Charges

1.2 Office House / Minimum Hourly Charges

SECTION 2 2-3 2.0 Additional Services

2.1 Bulky Article Charges

2.2 Elevator or Stair Carry

2.3 Excessive Distance or Long Carry

2.4 Pick up and Delivery

2.5 Packing and Unpacking

2.6 Articles, Special Servicing

2.7 Waiting Time

2.8 Overnight Storage

SECTION 3 4-5 3.0 Rules and Regulations

3.1 Claims

3.2 Computing Charges

3.3 Governing Publications

3.4 Bill of Lading, Contract Terms, Conditions

3.5 Items of Particular Value

3.6 Delays

Swamp Rabbit Moving, LLC South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Swamp Rabbit Moving, LLC. These services are furnished between points and places in the state of South Carolina.

SECTION 1

1.0 Transportation Charges

Transportation Charges will be \$2 per mile from the truck lot to the start location, to the final

location, and back to the truck lot.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The cost starts at the appropriate hourly rate when the customer signs the Swamp Rabbit Moving, LLC contract at the beginning of the job, and time is finished when the movers have completed the job. There is a 2 hour minimum price for all moves.

Number of Movers	Hourly Rate
Two movers and one truck (Monday through Thursday)	\$120
Two movers and one truck (Friday- Sunday)	\$130
Each additional mover	\$40
Each additional truck	\$30

1.2 Office Hours / Minimum Hourly Charges

Swamp Rabbit Moving, LLC will operate Monday through Friday 8:00 AM to 8:00 PM and Saturday and Sunday 8:00 AM to 8:00 PM.

Monday-Saturday	Two hour minimum Charge
Holidays	Four hour minimum Charge

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items.

2.1 Bulky Article Charges (per item) Not exceeding 400 pounds.

Gun Safe	\$100
Upright Piano	\$100
Hot Tub	\$200
Baby Grand Pianos/ Grand	\$200

2.2 Elevator or Stair Carry

Swamp Rabbit Moving, LLC South Carolina Household Goods Tariff

Swamp Rabbit Moving, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Swamp Rabbit Moving, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Swamp Rabbit Moving, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Swamp Rabbit Moving, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1, plus the price of packing materials.

Small Box \$2.50
 Medium/Large Box \$3.50
 Dish Packs \$10
 Wardrobe Box \$18.00
 Tape \$2.00 per roll
 Bubble Wrap \$20.00 per roll
 Packing Paper \$20.00 per sleeve
 Furniture Pad \$12.00
 Paper Pads \$1
 TV Packaging \$25 per tv
 Pad Rental \$12 upfront \$8 refund when pad is returned.

2.5.2 Swamp Rabbit Moving, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Swamp Rabbit Moving, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connections of appliances such as freezers, refrigerators, computer equipment, washer, dryers, televisions, and similar articles.

2.7 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Swamp Rabbit Moving, LLC. For example, if the crew is there and ready to go, but they have to wait for customers to arrive or allow service to begin, the customer will be charged the hourly rate. If there is time in between the load and the unload, customers will be charged down time which is ½ the hourly rate. For example, if the customer is closing on a new home this can create a time gap in moving services, for this gap time or down time for the movers the customer will be charged ½ of the hourly rate.

2.8 Overnight Storage

The customer can store goods overnight for a fee of \$200 for each night, per truck load. If the goods are stored after 12 pm the next day there will be a \$200 fee per truck load.

Swamp Rabbit Moving, LLC South Carolina Household Goods Tariff

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims and Insurance

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimants must notify the carrier of all claims for concealed damage within 30 days of the move. Swamp Rabbit Moving, LLC must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Swamp Rabbit Moving, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Swamp Rabbit Moving, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.1.4 Standard Insurance is the Standard South Carolina Mover's Transit Coverage will be automatically applied to all articles at a compensation rate of \$0.60 per pound. Everything is valued at \$0.60 per pound against damage during the move. For example: if a chair weight 10 pounds and is broken during the move, regardless of the value, the settlement will be \$6.00 based on the policy. This is the standard minimum coverage in the moving industry.

3.1.5 Premium Insurance will be offered at the beginning of each move for \$100 per \$5,000 in coverage. Swamp Rabbit Moving, LLC will pay and/or coordinate repairs for damaged items. If repairs are not possible, Swamp Rabbit Moving will reimburse the customer for the current value of the damaged item using straight-line depreciation and industry standard depreciation schedules. For example, the value of a used chair that was damaged during the move will be determined by its current market value using straight line depreciation or the cost to repair said item, whichever is lower. This coverage does not include the functionality of any appliance or electronic device as there is no way to pre-test functionality.

3.1.6 Exclusions to the premium coverage are the following: refrigerators, appliance, particle board furniture, exercise equipment, wood floors, laminate flooring, glass furniture items, contents of containers not packed by our movers, the customers home, building or land of any sort, bicycles, ceramics, plants, lamps and lamp shades, vacuum cleaners, electronics, marble, glassware of any kind, pictures, or mirrors. We are not liable for damaged functionality of appliances resulting from disassembling, assembling, or transporting. We are not responsible for water leaks. In some cases,

tracking soil onto flooring is inevitable, thus we are not responsible for any resulting damage. Our liability for damage on "load only" jobs (no transportation of goods performed by Swamp Rabbit Moving) terminates once the truck has been loaded. Any of these items if damaged will default to the standard coverage of \$0.60 a pound.

Swamp Rabbit Moving, LLC South Carolina Household Goods Tariff

3.2 Computing Charges

Swamp Rabbit Moving, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Swamp Rabbit Moving, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Swamp Rabbit Moving, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading, stamps revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Swamp Rabbit Moving, LLC will not accept responsibility for safe delivery of such articles if they come into Swamp Rabbit Moving, LLC's possessions with or without Swamp Rabbit Moving, LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Swamp Rabbit Moving, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Swamp Rabbit Moving, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of unforeseen events.